

LAW OFFICES OF  
**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

SIDNEY T. MILLER (1884-1940)  
GEORGE L. CANFIELD (1866-1928)  
LEWIS H. PADDOCK (1866-1935)  
FERRIS D. STONE (1882-1945)

A PROFESSIONAL LIMITED LIABILITY COMPANY  
1400 NORTH WOODWARD AVENUE, SUITE 100  
BLOOMFIELD HILLS, MICHIGAN 48304

ANN ARBOR, MICHIGAN  
BLOOMFIELD HILLS, MICHIGAN  
DETROIT, MICHIGAN  
GRAND RAPIDS, MICHIGAN  
KALAMAZOO, MICHIGAN  
LANSING, MICHIGAN  
MONROE, MICHIGAN

NEW YORK, N.Y.  
WASHINGTON, D.C.

AFFILIATED OFFICES  
PENSACOLA, FLORIDA  
ST. PETERSBURG, FLORIDA  
GDAŃSK, POLAND  
KATOWICE, POLAND  
WARSAW, POLAND

RECORDATION NO. 21050 FILED

TELEPHONE (248) 645-5000

INTERNET <http://www.millercanfield.com>

FAX (248) 258-3036

DEC 10 '97

3-45 PM

BRAD B. ARBUCKLE  
(248) 258-3050

December 4, 1997

VIA HAND DELIVERY

RECORDATION NO. 16749 FILED

The Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
1925 K Street, N.W., Suite 700  
Washington, D.C. 20423-0001

DEC 10 '97

3-45 PM

Re: Recordation Pursuant to 49 U.S.C. §11301

Dear Mr. Secretary:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11301, please find one (1) original and one (1) certified copy of each of the documents that follow:

- 16749 E →
- (1) a Bill of Sale dated December 1, 1997, a primary document as defined in the Surface Transportation Board's (the "Board") regulations governing the Recordation of Documents, 49 C.F.R. §1177.1(a); and
  - (2) a Partial Termination and Release of Security Interest dated November 19, 1997, also a primary document under the Board's regulations.

We request (a) that the Bill of Sale and the Partial Termination and Release of Security Interest be cross-indexed with Recordation No. 16749, in which a security interest regarding the property that is the subject of this filing was recorded on January 31, 1990 in favor of NBD Bank, formerly known as National Bank of Detroit, a national banking association, and (b) that you list these documents in your index under the name of each of the involved parties.

The names and addresses of the parties to the documents are as follows:

**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

The Hon. Vernon A. Williams

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December 4, 1997

(1) Bill of Sale

Vendors: Detroit & Mackinac Railway Company  
D.M. Central Transportation  
Company Inc.  
Mackinac Land and Cattle Company  
Straits Wood Treating Company  
Bay Development Company  
Bay Services Company

Purchaser: Central Michigan Railway Company

(2) Partial Termination and Release of Security Interest

Secured Party: NBD Bank (formerly known as  
National Bank of Detroit)  
611 Woodward Avenue  
Detroit, MI 48226

Debtors: Central Michigan Railway Company  
Detroit and Mackinac Railway Company  
D.M. Central Transportation  
Company, Inc.  
Mackinac Land and Cattle Company  
Straits Wood Treating Company  
Bay Development Company  
and  
Bay Services Company  
1410 S. Valley Center Drive  
Bay City, MI 48706

Included in the property covered by the Bill of Sale and the Partial Termination and Release of Security Interest are the railroad cars and other rolling stock that follows:

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

The Hon. Vernon A. Williams

-3-

December 4, 1997

DM 5825	DM 5847	DM 5868
DM 5826	DM 5848	DM 5869
DM 5827	DM 5849	DM 5870
DM 5828	DM 5850	DM 5871
DM 5829	DM 5851	DM 5872
DM 5830	DM 5852	DM 5873
DM 5831	DM 5853	DM 5874
DM 5832	DM 5854	DM 5875
DM 5834	DM 5855	DM 5877
DM 5835	DM 5856	DM 5878
DM 5836	DM 5858	DM 5879
DM 5837	DM 5859	DM 5880
DM 5838	DM 5860	DM 5881
DM 5839	DM 5861	DM 5882
DM 5840	DM 5862	DM 5883
DM 5841	DM 5863	DM 5884
DM 5842	DM 5864	DM 5885
DM 5843	DM 5865	DM 5887
DM 5844	DM 5866	DM 5888
DM 5846	DM 5867	DM 5889
		DM 5890

A check in the amount of the applicable filing fee is enclosed. Please return any additional copies of the Bill of Sale and the Partial Termination and Release of Security Interest that are not needed to:

Brad B. Arbuckle, Esq.  
Miller, Canfield, Paddock and Stone, P.L.C.  
1400 North Woodward Avenue, Suite 100  
Bloomfield Hills, Michigan 48304  
(248) 645-5000

A short summary of the documents to appear in the index follows:

A bill of sale between Central Michigan Railway Company, 1410 S. Valley Center Drive, Bay City, Michigan 48706, as purchaser, and D.M. Central Transportation Company, Inc., Detroit and Mackinac Railway Company, Mackinac Land and Cattle Company, Straits Wood Treating Company, Bay Development Company and Bay Services Company, 1410 S. Valley Center Drive, Bay City, MI 48706, as vendors, covering the purchase and sale of certain railroad rolling stock.

Partial Termination and Release of Security Interest  
between D.M. Central Transportation Company, Inc.,

**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

The Hon. Vernon A. Williams

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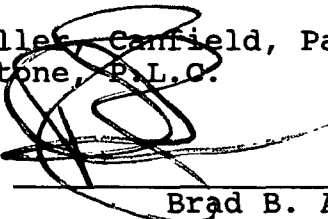
December 4, 1997

Central Michigan Railway Company, Detroit and Mackinac Railway Company, Mackinac Land and Cattle Company, Straits Wood Treating Company, Bay Development Company and Bay Services Company, 1410 S. Valley Center Drive, Bay City, MI 48706, as debtors, and NBD Bank (formerly known as National Bank of Detroit), 611 Woodward Avenue, Detroit, MI 48226, as secured party, and covering certain railroad rolling stock.

Sincerely,

Miller, Canfield, Paddock and  
Stone, P.L.C.

By

  
Brad B. Arbuckle

caj  
Enclosures

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BILL OF SALE

DEC 10 '97

3:45 PM

THIS BILL OF SALE (the "Instrument") made as of the 1<sup>st</sup> day of Dec, 199 7 by and among CENTRAL MICHIGAN RAILWAY COMPANY, a Michigan railroad corporation having its principal place of business at 1410 South Valley Center Drive, Bay City, Michigan 48760 ("Buyer"), and DETROIT & MACKINAC RAILWAY COMPANY, a Michigan railroad corporation ("DMR"), D.M. CENTRAL TRANSPORTATION COMPANY, INC., a Michigan corporation ("DMCT"), MACKINAC LAND AND CATTLE COMPANY, a Michigan corporation ("MLCC"), STRAITS WOOD TREATING COMPANY, a Michigan corporation ("SWTC"), BAY DEVELOPMENT COMPANY, a Michigan corporation ("BDC"), and BAY SERVICES COMPANY, Michigan corporation ("BSC") (DMR, DMCT, MLCC, SWTC, BDC and BSC, jointly and severally, are the "Seller" and the principal place of business of each of them is 1410 South Valley Center Drive, Bay City, Michigan 48760).

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Seller hereby sells, assigns, grants, transfers, conveys, confirms and delivers to Buyer, to have and to hold forever, all right, title and interest of Seller in, to, and with respect to, each and all of the assets, goods, equipment, property, items, matters, things and chattels listed on the attached Schedule A (collectively, the "Property").

2. Seller disclaims and denies all warranties (including, without limitation, any warranty of merchantability and any warranty of fitness for a particular purpose) with respect to the Property; and Buyer accepts and acknowledges that the Property is sold, assigned, granted, transferred, conveyed, confirmed and delivered to Buyer "AS IS, WHERE IS."

3. Seller covenants to Buyer that:

a. As of the date of this Instrument and to the best knowledge of Seller, there are no outstanding liens or encumbrances that would have a material effect upon Buyer's ability to utilize the Property in the manner previously utilized by Seller.

b. Seller has obtained releases from any and all outstanding liens or encumbrances on the Property.

c. Seller constitutes and appoints Buyer the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller (i) to collect or enforce for the account of Buyer, liabilities and obligations of third parties in respect to the Property; (ii) to institute and prosecute all proceedings that Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in or to the Property, (iii) to defend and compromise any and all actions, suits, or proceedings in respect of the Property, and (iv) to do all such acts and things in relation to the Property that Buyer may deem advisable. Upon Buyer's request and at Buyer's expense, Seller shall take, in Seller's name, any and all steps to do any and all things which may be or become lawful and necessary, proper, convenient, or desirable to enable Buyer to reduce to possession, collect, enforce, own and enjoy any and all rights and benefits in, to, with respect to, or in connection with, the Property, and each and every part or portion thereof. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

4. This Instrument (i) shall be governed by the laws of the State of Michigan, (ii) shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns, and (iii) may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Instrument.

IN WITNESS WHEREOF, this Instrument has been executed by, or on behalf of all of the parties hereto as of the date first above written.

WITNESSES:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

BUYER:

CENTRAL MICHIGAN RAILWAY COMPANY

By

Name: Charles A. Pinkerton III  
Its duly authorized agent

SELLER:

DETROIT & MACKINAC RAILWAY COMPANY

By

Name: Charles A. Pinkerton III  
Its duly authorized agent

D.M. CENTRAL TRANSPORTATION  
COMPANY, INC.

By

Name: Charles A. Pinkerton III  
Its duly authorized agent

MACKINAC LAND AND CATTLE COMPANY

By

Name: Charles A. Pinkerton III  
Its duly authorized agent

STRAITS WOOD TREATING COMPANY

By

Name: Charles A. Pinkerton III  
Its duly authorized agent

BAY DEVELOPMENT COMPANY

By

Name: Charles A. Pinkerton III  
Its duly authorized agent

BAY SERVICES COMPANY

By

Name: Charles A. Pinkerton III  
Its duly authorized agent

STATE OF MICHIGAN )

COUNTY OF BAY )

ss.

Before me, the undersigned authority, on the date first above written personally appeared Charles A. Pinkerton III, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the President

of Central Michigan  
Railway Company, a Michigan railroad corporation, and acknowledged to me that he executed said instrument for the purposes and

consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Linda J. Hooverman

Notary Public

Saginaw County, Michigan  
My Commission Expires:

LINDA J. HOOVERMAN

Notary Public, Saginaw County, MI

My Commission Expires Sept. 3, 2001

Acting in Bay County, MI

STATE OF MICHIGAN )  
COUNTY OF BAY ) ss.

Before me, the undersigned authority, on the date first above written personally appeared Charles A. Pinkerton III, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the President

of Detroit & Mackinac  
Railway Company, a Michigan railroad corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Linda J. Hooverman

Notary Public

Saginaw County, Michigan  
My Commission Expires:

LINDA J. HOOVERMAN

Notary Public, Saginaw County, MI

My Commission Expires Sept. 3, 2001

Acting in Bay County, MI

STATE OF MICHIGAN )  
COUNTY OF BAY ) ss.

Before me, the undersigned authority, on the date first above written personally appeared Charles A. Pinkerton III, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the President

of D.M. Central  
Transportation Company, a Michigan corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Linda J. Hooverman

Notary Public

Saginaw County, Michigan  
My Commission Expires:

LINDA J. HOOVERMAN

Notary Public, Saginaw County, MI

My Commission Expires Sept. 3, 2001

Acting in Bay County, MI

STATE OF MICHIGAN )  
COUNTY OF BAY ) ss.

Before me, the undersigned authority, on the date first above written personally appeared Charles A. Pinkerton III, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the President

of Mackinac Land and  
Cattle Company, a Michigan corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Linda J. Hooverman

Notary Public

Saginaw County, Michigan  
My Commission Expires:

LINDA J. HOOVERMAN

Notary Public, Saginaw County, MI

My Commission Expires Sept. 3, 2001

Acting in Bay County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BAY )

Before me, the undersigned authority, on the date first above written personally appeared Charles A. Pinkerton III, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the President

of Straits Wood Treating Company, a Michigan corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Linda J. Hooverman

Notary Public

Saginaw County, Michigan  
My Commission Expires:

LINDA J. HOOVERMAN

Notary Public, Saginaw County, MI

My Commission Expires Sept. 3, 2001

Acting in Bay County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BAY )

Before me, the undersigned authority, on the date first above written personally appeared Charles A. Pinkerton III, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the President

of Bay Development Company, a Michigan corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Linda J. Hooverman

Notary Public

Saginaw County, Michigan  
My Commission Expires:

LINDA J. HOOVERMAN

Notary Public, Saginaw County, MI

My Commission Expires Sept. 3, 2001

Acting in Bay County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF BAY )

Before me, the undersigned authority, on the date first above written personally appeared Charles A. Pinkerton III, to me known to be the person whose name is subscribed to the foregoing instrument and known to me to be the President

of Bay Services Company, a Michigan corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

Linda J. Hooverman

Notary Public

Saginaw County, Michigan  
My Commission Expires:

LINDA J. HOOVERMAN

Notary Public, Saginaw County, MI

My Commission Expires Sept. 3, 2001

Acting in Bay County, MI

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SCHEDULE A

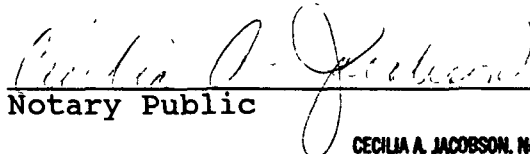
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STATE OF MICHIGAN     )  
                              : ss.  
COUNTY OF OAKLAND    )

I hereby certify that on this 1st day of December, 1997, I compared the foregoing copy of the Bill of Sale dated December 1, 1997 executed by and among (i) Charles Pinkerton, President of Central Michigan Railway Company, 1410 South Valley Center Drive, Bay City, Michigan 48760, (ii) Charles Pinkerton, President of Detroit & Mackinac Railway Company, 1410 South Valley Center Drive, Bay City, Michigan 48760, (iii) Charles Pinkerton, President of D.M. Central Transportation Company, Inc., 1410 South Valley Center Drive, Bay City, Michigan 48760, (iv) Charles Pinkerton, President of Mackinac Land and Cattle Company, 1410 South Valley Center Drive, Bay City, Michigan 48760, (v) Charles Pinkerton, President of Straits Wood Treating Company, 1410 South Valley Center Drive, Bay City, Michigan 48760, (vi) Charles Pinkerton, President of Bay Development Company, 1410 South Valley Center Drive, Bay City, Michigan 48760, and (vii) Charles Pinkerton, President of Bay Services Company, 1410 South Valley Center Drive, Bay City, Michigan 48760, with the original executed version of the same, and found the copy to be complete in all respects to the original document.

  
\_\_\_\_\_  
Notary Public

CECILIA A. JACOBSON, NOTARY PUBLIC  
OAKLAND COUNTY, STATE OF MICHIGAN  
MY COMMISSION EXPIRES: 09/28/98

(Notarial Seal)

My Commission Expires:

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